



PATENT
Attorney Docket No. 2069/US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re the Application of:

Applicant	: Robert J. Kirch	
Appln. No.	: 10/634,461	Confirmation No: 6731
Filed	: August 4, 2003	Group Art Unit: 3644
Title	: BIRD CAGE LADDER	Examiner: Zerr, John W.

**COMBINED POWER OF ATTORNEY BY ASSIGNEE
AND SUBMISSION UNDER 37 C.F.R. §§ 3.71 and 3.73(b)**

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Sir:

As an officer of Aspen Pet Products, Inc. ("assignee"), a Delaware corporation, I hereby certify that the undersigned is a representative authorized and empowered to sign on behalf of the assignee, and that to the best of assignee's knowledge and belief it is the assignee of the entire right, title and interest in and to the above-referenced patent application by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application identified above,
☒ 1. a copy of which is attached; or
☐ 2. which is recorded in the U.S. Patent and Trademark Office at Reel _____, Frame _____, a copy of which is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

Assignee hereby appoints on its behalf the following patent attorneys to prosecute the patent application identified above and to transact all business in the Patent Office connected therewith:

Dorsey & Whitney LLP
USPTO Customer No. 20686

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventors.

Send all correspondence relating to this matter to:

Dorsey & Whitney LLP
USPTO Customer No. 20686

Direct all telephone calls to **S. Craig Hemenway** at **303-352-1124**.

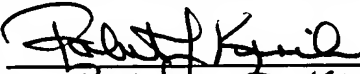
The undersigned hereby declares that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 30th day of June, 2004.

ASSIGNEE:

ASPEN PET PRODUCTS, INC.

By


Name: ROBERT J. KIRCH
Title: CFO

Address: 4735 North Florence Street
Denver, Colorado 80238

ASSIGNMENT

WHEREAS, I Robert J. Kirch, residing at 31 North Algonquian Street, Aurora, Colorado 80018, (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S.") entitled "BIRD CAGE LADDER," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 10/634,461, filed on August 4, 2003 (the "Utility Application"); and

WHEREAS, Aspen Pet Products, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 4735 North Florence Street, Denver, Colorado 80238 (the "Assignee"), desires to acquire the entire right, title, and interest of Assignor in and to the invention, the Utility Application and in, to, and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the invention, the Utility Application, and all divisional, continuation, continuation-in-part, continuing prosecution, reexamination, and reissue applications that claim priority thereto; all international, regional, and foreign applications that claim priority or otherwise correspond thereto; the Letters Patent, both foreign and domestic, that may or shall issue, or may or shall have issued, therefrom; any extensions or renewals thereof; and any right, title, or interest in and to the invention under any international conventions (collectively "the Patent Rights"); and the Assignor hereby authorizes and requests transfer of the Utility Application and any further applications, which may be or shall have been filed under the Patent Rights, to the Assignee in accordance herewith.

Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party; and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations, and that Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

STATE OF)
) ss.
COUNTY OF)

By: 
Robert J. Kirch

Dated: 30 JUNE 2004

Before me, a Notary Public in and for said County and State, personally appeared Robert J. Kirch, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 30th day of June, 2004.


Notary Public

My Commission Expires: 04/06/06

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Aspen Pet Products, Inc.


By: 

Name: ROBERT J. KIRCH

Title: CEO

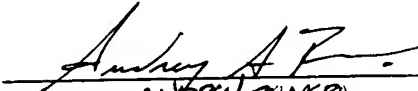
Dated: 6/30/04

Place: Aspen Pet Products, Denver, CO



Witness: RHETT BUTLER

Name



Witness: AUDREY PUNKER

Name